

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

**AMF BOWLING WORLDWIDE, INC.,  
a Delaware corporation,**

**and**

**ABC VENTURES, LLC,  
a Delaware limited liability company,**

**Plaintiffs,**

**v.**

**Civil Action No. 3:07CV430**

**AMF BILLIARDS & GAMES, INC.,  
a Missouri corporation,**




**Defendant.**

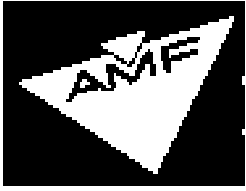
**FINAL ORDER AND PERMANENT INJUNCTION**

The matter is before the Court on Plaintiffs' Motion for Default Judgment. In accordance with the accompanying findings of fact and conclusions of law and the evidence before the Court, and upon good cause shown, it is accordingly ADJUDGED, ORDERED AND DECREED:

1. That Default Judgment is ENTERED in favor of Plaintiffs AMF Bowling Worldwide, Inc. ("AMF") and ABC Ventures, LLC ("ABC") and against Defendant AMF Billiards & Games, Inc. ("B&G"), upon Plaintiffs' Complaint;
2. That B&G breached the December 5, 2005 Asset Purchase Agreement between ABC and B&G (the "APA") by failing to indemnify ABC as required by the APA;

3. That judgment is entered for ABC and against B&G in the amount of \$174,253.00, together with interest on such amount as required by law from the date of B&G's breach until paid;
4. That AMF is the lawful owner of the trade name, trademark and service mark AMF, as used in connection with its current and former goods and services, as well as the following marks (the "AMF Billiards Marks"), and all common law rights and goodwill associated with the AMF Mark and the AMF Billiards Marks:

Country	Trademark	Registration No.	Filing Date	Goods
Canada	 AMF PLAYMASTER & Design	TMA467,917	12/19/1996	Class 28: Pool and billiard tables
China	AMF PLAYMASTER	803421	12/28/1995	Class 28: Snooker and billiard tables and accessories, game tables
U.S.A	 HIGHLAND SERIES AMF LIMITED EDITION & Design	2,474,248	7/31/2001	Class 28: Pool, billiard and snooker tables
U.S.A	 AMF & Triangle Design	2,013,389	11/05/1996	Class 28: Billiard tables and game tables

Country	Trademark	Registration No.	Filing Date	Goods
Canada/ U.S.A	 AMF & Two Triangle Design	Unregistered	N/A	Billiard equipment and accessories
Canada/ U.S.A	AMFAST	Unregistered	N/A	Cushions
	<amfbilliards.com>	Unregistered	N/A	Billiard equipment and accessories

5. That, as of May 11, 2007, B&G ceased to trade, as that term is used in Section 8.2.1 of the December 5, 2005 Trademark License Agreement between AMF and B&G (the “License”);
6. That AMF’s June 19, 2007 termination of the License, as of May 11, 2007, was proper under the License;
7. That AMF has not breached the License;
8. That AMF was within its rights to refuse to consent to B&G’s proposed transfer of its purported rights under the License to AHB Acquisition LLC;
9. That the License has no further force and effect;
10. That B&G has no right to use the AMF Billiards Marks beyond that contemplated in Paragraph 8.5 of the License, which right expires on November 7, 2007;
11. That B&G has no rights to transfer in the AMF Billiards Marks or under the License;

12. That B&G, its officers, agents, servants, employees, attorneys, successors, assigns, all person or entities claiming by, through or under B&G, and all those in persons in active concert or participation with any of the foregoing who receive actual notice of the order by personal service or otherwise, are PERMANENTLY ENJOINED AND RESTRAINED from using, causing the use of, or abetting the use of the AMF Billiards Marks for any purposes; except that, pursuant to Paragraph 8.5 of the License and until November 7, 2007 only, B&G may (a) sell-off any B&G inventory bearing the AMF Billiards Mark and (b) exhaust any B&G promotional materials bearing the AMF Billiards Mark.
13. That B&G, its officers, agents, servants, employees, attorneys, successors, assigns, all person or entities claiming by, through or under B&G, and all those in persons in active concert or participation with any of the foregoing who receive actual notice of the order by personal service or otherwise, are PERMANENTLY ENJOINED AND RESTRAINED from transferring or attempting to transfer any interest in the AMF Billiards Marks or the License.
14. That ABC did not breach the APA and is liable to B&G for nothing; and
15. That AMF and ABC shall receive their costs incurred in this action.
- IT IS SO ORDERED.

Date: October 5, 2007

/s/  
RICHARD L. WILLIAMS  
UNITED STATES DISTRICT JUDGE